

# FILING FEE SURCHARGE DISTRIBUTION AGREEMENT

**THIS AGREEMENT**, between Grant County (COUNTY) and the Columbia Basin Dispute Resolution Center (GRANTEE), is for the sole purpose of distributing funds obtained by the COUNTY as a result of RCW 7.75.035.

The COUNTY hereby appoints and GRANTEE hereby accepts, the Grant County Treasurer (Treasurer), as the COUNTY's designee, will distribute funds obtained by the COUNTY through a surcharge on civil filing fees in District Court and on small claims actions, to support the efforts of GRANTEE in operating and maintaining an alternate dispute resolution center.

## **The COUNTY and GRANTEE mutually agree that:**

### **A. USE OF FUNDS**

GRANTEE shall use the funds distributed under this Agreement only as described herein, to carry out the purposes of chapter 7.75 RCW.

### **B. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance under this Agreement shall be August 1, 2023, to December 31, 2025, unless terminated as provided herein.

### **C. ALLOCATION OF FUNDS**

1. The COUNTY shall allocate funds received as a result of RCW 7.75.035 to GRANTEE.
2. Funds will be distributed once each month based on the amount of funds received by the Treasurer the previous month.

### **D. STANDARDS FOR FISCAL ACCOUNTABILITY**

GRANTEE agrees to maintain books, records, documents, reports, accounting procedures and practices which accurately reflect all direct and indirect expenditures of revenues received pursuant to this Agreement. Such books and other documents specified above shall be maintained in a manner consistent with generally accepted accounting principles (GAAP). GRANTEE shall retain the books, documents and other items specified for a period of six (6) years after expiration or termination of this Agreement.

GRANTEE's fiscal management systems shall:

1. Provide accurate, current and complete disclosure of the amounts received and expended pursuant to this Agreement, and;
2. Document the specific use of the funds.

All books, records, documents, reports and other data pertaining to the performance of this Agreement shall be subject at all reasonable times to inspection, review, or audit by COUNTY personnel, and others authorized by law.

**E. REQUIRED REPORTS**

GRANTEE shall provide a written report within ninety (90) days of the end of each calendar year to the Board of County Commissioners on behalf of the COUNTY, describing the specific use of the funds and the benefit to Grant County residents.

**F. SUBCONTRACTING**

GRANTEE shall not assign any portion of this Agreement without prior written consent of the COUNTY.

**G. NONDISCRIMINATION IN EMPLOYMENT**

During the performance of this Agreement, GRANTEE shall comply with all Federal and State laws, rules, and regulations with regard to nondiscrimination in employment.

**H. NONDISCRIMINATION IN CONSUMER SERVICES**

GRANTEES shall not, on the grounds of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability:

1. Deny any individual any services provided under this Agreement.
2. Subject an individual to segregation or separate treatment in any matter related to his/her receipt of any services provided under this Agreement.
3. Deny any individual an opportunity to participate in any program provided by this Agreement. This Agreement, in determining (1) type of service to be provided, (2) the class of individuals to whom, or the situation in which, such services will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services, will not utilize criteria or methods or administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, marital status, age or presence of a sensory, mental or physical handicap.

**I. PROVIDING FOR AN AUTHORIZING PROGRAM EVALUATION**

GRANTEE shall provide the COUNTY or COUNTY authorized personnel, upon reasonable request, such program and fiscal data the COUNTY may reasonably require to evaluate the performance of the Agreement. GRANTEE authorizes the COUNTY to perform on-site program evaluations as needed to assure Agreement compliance.

**J. INDEMNIFICATION**

GRANTEE shall indemnify, protect, defend, and hold harmless the COUNTY and its officers, officials, and employees from and against all claims, suits, and actions arising from negligent acts or omissions of GRANTEE or their officers, officials or employees, in the performance of their Agreement.

GRANTEE further agree that they are financially liable for any audit exceptions, which occur due to their negligence or failure to comply with the terms of this Agreement, chapter 7.75 RCW, or other applicable local, State or Federal laws, rules or regulations.

Without limiting this indemnification, it is agreed that GRANTEE shall maintain, at all times during the performance of this Agreement, a policy or policies of insurance covering their operations. GRANTEE shall maintain continuously public liability insurance with limits or liability not less than:

- Five Hundred Thousand and No/100 Dollars (\$500,000.00) each occurrence liability; and
- A per general aggregate limit of One Million and No/100 Dollars (\$1,000,000.00)

GRANTEE shall provide sufficient written documentation to the COUNTY of the aforementioned insurance coverage within seventy-two (72) hours of the last party affixing its signature to the Agreement. GRANTEE shall provide sufficient written documentation to the COUNTY of the aforementioned insurance coverage on an annual basis, by January 15<sup>th</sup> of each subsequent year the Agreement is in effect.

#### **K. TERMINATION**

1. The COUNTY reserves the right to terminate this Agreement, in whole or in part, with thirty (30) days written notice in the event expected or actual funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, prior to normal completion thereof.
2. In the event of termination under this clause, the COUNTY shall be liable only for payment in accordance with the terms of the Agreement, prior to the effective date of termination.
3. The terms and conditions contained in this Agreement shall remain in full force and effect until and unless specifically terminated or modified by mutual consent of the parties.

#### **L. TERMINATION FOR DEFAULT**

The COUNTY may, by written notice, terminate this Agreement in whole or in part, for substantial breach by any one of GRANTEE of its duties under this Agreement.

#### **M. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State statutes, rules and regulations;
2. The terms and conditions of this Agreement, and;
3. Any other provision of the Agreement whether incorporated by reference or otherwise.

**N. ALL WRITING CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**O. MODIFICATION.**

No change or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.

**P. TIME IS OF THE ESSENCE**

Time is of the essence of each and every provision of this Agreement.

**Q. WAIVER**

The failure of the COUNTY to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the COUNTY may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

**R. NOTICE**

Any notice required to be given any party to another shall be deposited in the United States mail, postage prepaid, addressed to:

COUNTY at: Board of County Commissioners  
P.O. Box 37  
Ephrata WA 98823-0037;

GRANTEE at: Columbia Basin Dispute Resolution Center  
256 Basin St NW  
Ephrata, WA 98823

or at such other addresses as each party may designate to the other in writing from time to time. All notices to be given with respect to this Agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United State mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

**S. DISPUTE RESOLUTION**

Except as otherwise provided in this Agreement, when a *bona fide* dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by GRANTEE, and a third party mutually agreed upon by both parties. The resolution team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall function in a timely manner and shall precede any action in a judicial or quasi-judicial tribunal with jurisdiction.

**T. INDEPENDENT STATUS**

The parties intend that an independent relationship will be created by this Agreement. No agent, official, officer, employee, servant or representative of GRANTEE shall be deemed to be an officer, official, employee, agent, servant or representative of the COUNTY for any purpose. GRANTEE will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants or representatives.

GRANTEE is now and has always been independent from the COUNTY. Nothing contained in this Agreement, or related documents shall be construed as creating any form of employment or other relationship between the COUNTY and GRANTEE, or the agents, officers, or employees of GRANTEE. The agents, officers, or employees of GRANTEE shall not be entitled to any rights or privileges of COUNTY employment. GRANTEE assumes exclusive responsibility for any and all actions, rights and obligations of its agents, officers, or employees.

GRANTEE is responsible for all payroll taxes, as otherwise appropriate, including without limitation, Federal Social Security taxes, Federal and State unemployment taxes and State workmen's compensation, insurance premiums, license fees, fingerprinting costs, outfitting expenses, and any other expenses of GRANTEE related to the execution of this Agreement.

The COUNTY has not and shall not be responsible for withholding or payment of any taxes or Social Security on behalf of GRANTEE, including without limitation, industrial insurance premiums. GRANTEE shall be fully responsible for any such withholding or payments, including without limitation, taxes, social security and industrial insurance premiums.

#### **U. LICENSING**

GRANTEE shall be duly licensed and shall obtain all necessary licenses and permits to operate in accordance with chapter 7.75 RCW and author authority. Costs for all licenses, permits, background and screening costs, etc., are the sole responsibility of GRANTEE. Throughout the term of this Agreement, GRANTEE shall possess and maintain valid licenses and/or certifications as may be required by local, State and/or Federal law.

#### **V. ASSIGNMENT**

No party may assign this Agreement. This Agreement shall not be assignable by operation of law.

#### **W. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

#### **X. INVALIDITY**

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON**

Approved as to form:



Rebekah Kaylor  
Civil Deputy Prosecuting Attorney

ATTEST:


Barbara J. Vasquez, Clerk of the Board  
Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
Rob Jones, Chair

\_\_\_\_\_  
Cindy Carter, Vice-Chair

\_\_\_\_\_  
Danny E. Stone, Member

**COLUMBIA BASIN DISPUTE  
RESOLUTION CENTER**

  
\_\_\_\_\_  
Rusty Hunt, President  
Date: July 19th, 2023



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

July 20, 2023

Dispute Resolution Center Kitsap County  
9004 WASHINGTON AVE NW  
SILVERDALE WA 98383-9121

#### Account Information:

<b>Policy Holder Details :</b>	<b>Columbia Basin Dispute Resolution Center NFP</b>
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#### Contact Us

##### Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSHALL & STERLING UPSTATE INC 01110747 300 ROUTE 23B LEEDS NY 12451	<b>CONTACT NAME:</b>  <b>PHONE</b> (518) 943-3900 <b>(A/C, No, Ext):</b> <b>FAX</b> <b>(A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Casualty Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC#</b> 29424
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## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY	X		01 SBA AO1227	01/28/2023	01/28/2024	EACH OCCURRENCE	\$1,000,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
	X General Liability						MED EXP (Any one person)	\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000	
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000	
A	AUTOMOBILE LIABILITY	X		01 SBA AO1227	01/28/2023	01/28/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ANY AUTO						BODILY INJURY (Per person)		
	ALL OWNED AUTOS						SCHEDULED AUTOS	BODILY INJURY (Per accident)	
	X HIRED AUTOS						X NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE		
	DED						RETENTION \$	AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE		
							E.L. DISEASE - POLICY LIMIT		
A	EMPLOYEE DISHONESTY			01 SBA AO1227	01/28/2023	01/28/2024	Each Claim Limit	\$250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

Dispute Resolution Center Kitsap County  
9004 WASHINGTON AVE NW  
SILVERDALE WA 98383-9121

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Suean L. Castaneda*

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC#: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSHALL & STERLING UPSTATE INC		NAMED INSURED COLUMBIA BASIN DISPUTE RESOLUTION CENTER NFP 256 BASIN ST NW EPHRATA WA 98823
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25
CARRIER SEE ACORD 25	NAIC CODE	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM**FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy. Dispute Resolution Center Kitsap County, Resolution Washington and the state of Washington are additional insured per the Business Liability Coverage Form SS0008, attached to this policy. Dispute Resolution Center Kitsap County, Resolution Washington and the state of Washington are additional insured per the Business Liability Coverage Form SS0008 and the Hired Auto and Non Owned Auto Endorsement SS0170, attached to this policy.